



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on Monday, November 13, 2017 to begin at 3:30 p.m. in the first floor conference room at 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

May 9, 2017

August 14, 2017

September 13, 2017

September 25, 2017

October 10, 2017

C. Request to Set a Public Hearing

To close and abandon a portion of Sheppard Street, west of Meeting Street.

D. Acceptance and Dedication of Rights-of-Way and Easements –add road lengths and number of lots

None

E. Requests for Permanent Encroachments

1. **490 Island Park Drive** – installed footing and first floor framing encroaching into drainage easement. **This encroachment is permanent.**

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **1914 Bellona Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 11-3-2017.**
2. **1942 Bellona Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 11-3-2017.**
3. **1958 Bellona Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 11-3-2017.**
4. **1906 Bellona Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 11-3-2017.**
5. **250 Furman Farm Place** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 11-3-2017.**
6. **1510 Colony Road** – installing 6-foot vinyl fence encroaching into drainage easement. This encroachment is temporary. **Approved 11-3-2017.**
7. **2393 Eagle Creek Drive** – installing fence encroaching into drainage easement. This encroachment is temporary. **Approved 11-3-2017.**
8. **45.5 Spring Street** – installing 22" x 22" right angle sign encroaching into right-of-way (Warehouse Bar + Kitchen). This encroachment is temporary. **Approved 11-3-2017.**
9. **1663 Back Creek Road** – install pervious pavers near trees in right of way at the driveway apron. This encroachment is temporary. **Approved 11-3-2017.**
10. **141 Broad Street** –Awning over front door and windows and right angle sign. This encroachment is temporary. **Approved 11-3-2017.**
11. **73 Folly Road Blvd** – installed by City of Charleston Dirt Access Driveway partitioned off from the greenway by bollards. This encroachment is temporary. **Approved 11-3-2017.**

G. Miscellaneous or Other New Business

Update on Development Standards

Councilmember Rodney Williams
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.



CITY OF CHARLESTON
 Department of Public Service
 Engineering Division
 2 George Street, Suite 2100
 Charleston, SC 29401



ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Terry Coakley
 Mailing Address: 8817 Saunders Lane Email: tcoakley@coakleywilliams.com
 City/State/Zip: Bethesda, MD 20817
 Telephone: _____ Work: _____ Cell: 301-343-7341
 Contractor: Translations Design Contact/Number/Email Liz Baker (843) 367-7367

DESCRIBE ENCROACHMENT

LIZ@TRANSLATIONSDESIGN.COM

1. Description of encroachment: New construction built into drainage easement.
2. Method for securing: In ground - permanent
3. Property description and address where encroachment is requesting to be placed (Exhibit A):
490 Island Park Drive Daniel Island, SC 29492 ; Lot 5A, Block P, Parcel F (FB-05A)
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (Exhibit B) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be typed. Signatures in blue ink.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in blue ink.
10. Provide processing fee of \$25.00. Checks shall be made payable to the City of Charleston.
11. Provide recordation fee of \$5.00 per sheet if applicable, upon submission of application. Checks shall be made payable to the Register Mesne Conveyance for <county> County.

- Fence**
x Sprinkler Head
Gate

RECEIVED BY PUBLIC SERVICES: M. Hedger DATE: 10/23/17

Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements will not be accepted.

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on 21 day of October, 2017 by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and Terrance C Coakley (hereinafter referred to as "Grantee")

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) 490 Island Park Drive Daniel Island SC 29492 Lot 5A Block P Parcel F (FB-05A) in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS # 272-13-02-005 During a design modification of new construction residence the home was mistakenly sited over the drainage easement. The hardship is this error was not caught until the foundation and framing is complete ("Encroachment"), and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("Encroachment Area") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.

2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.

3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.

4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.

a. ☐ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.

5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.

7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.

8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner applicant.

9. **Notice.** All notices required herein shall be sent via First Class U S Mail with postage prepaid thereon to the parties as follows

To City Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee <u>Terry Coakley</u> <u>5817 Saunders Lane</u> <u>Bethesda, MD 20817</u>
Location of Encroachment <u>490 Island Park Drive Daniel Is, SC 29492</u>	

Notices shall be deemed effectively served upon the deposit in the United States Mail

10. **Applicable Law.** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above

SIGNED AND DELIVERED IN THE PRESENCE OF: _____ Witnesses of the Mayor/Director of Public Services Department The foregoing instrument was acknowledged before me by its maker. Signature of Notary	THE CITY OF CHARLESTON BY: _____ Mayor/Director of Public Services Department Commission Expires _____
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SIGNED AND DELIVERED IN THE PRESENCE OF: <u>Julie Coakley</u> <u>Terry Coakley</u> Witnesses of Grantee's Signature The foregoing instrument was acknowledged before me by its maker Signature of Notary	THE GRANTEE BY: <u>Terrance C Coakley</u> Grantee <u>Terrance C Coakley</u> Printed Name BAO THUAN LE NOTARY PUBLIC STATE OF MARYLAND My Commission Expires July 22, 2020 <u>July 22nd, 2020</u> Commission Expires BAO THUAN LE NOTARY PUBLIC STATE OF MARYLAND My Commission Expires July 22, 2020
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Committee on Public Works Decision

☐ Approved ☐ Disapproved

Date _____

Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions _____

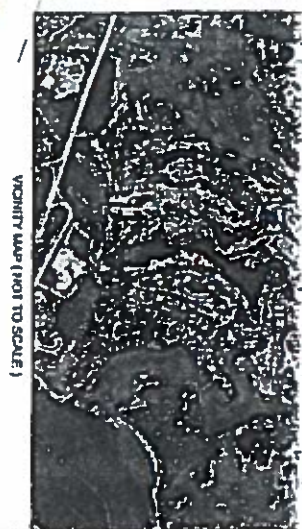
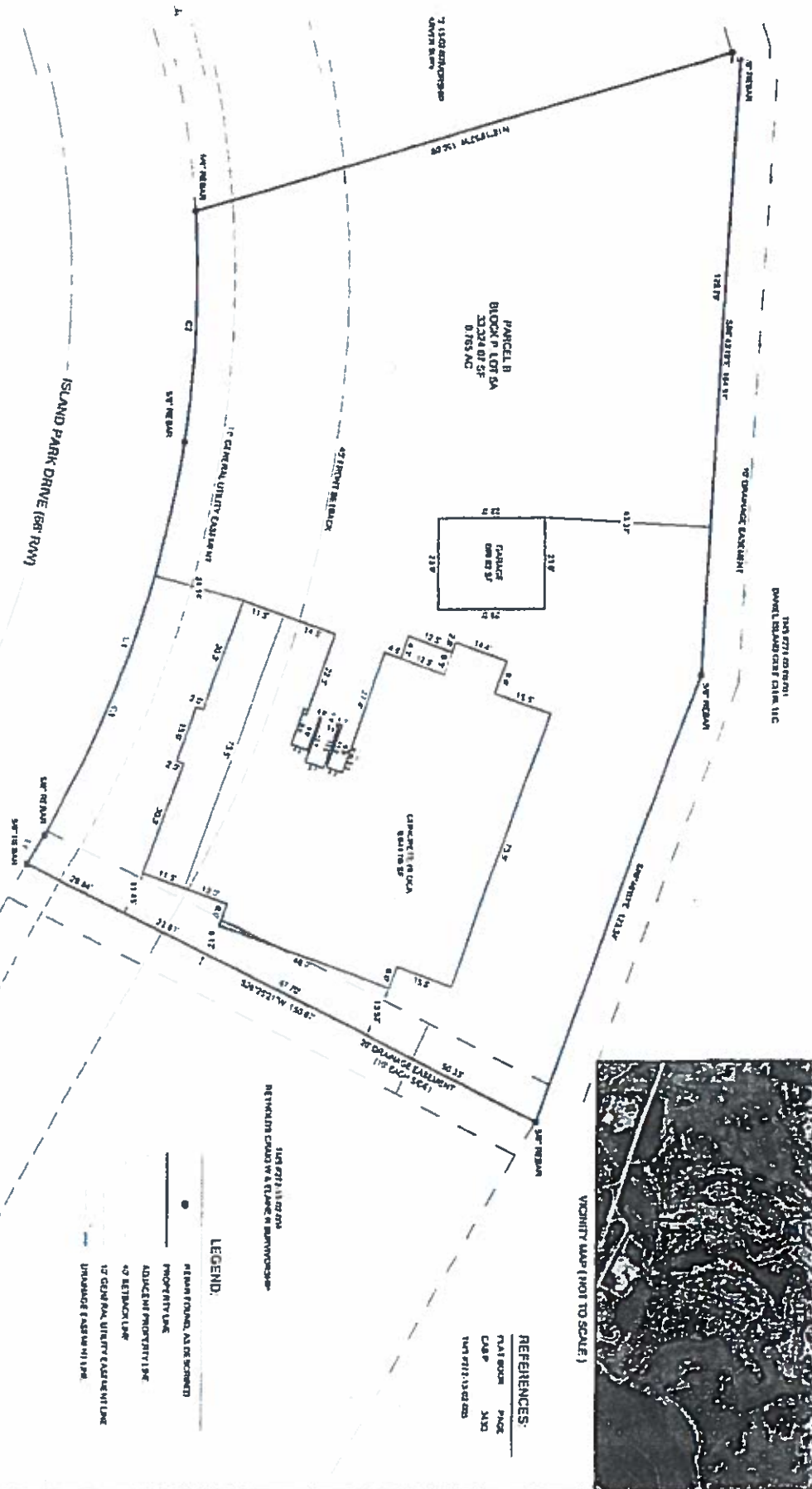
OWNER, INFORMATION, AND
IT IS ADVISED BY ACCORDANCE
A FOUNDATION AS-BUILT
AND THE SURVEYOR'S
CLASS "A" SURVEY



LINE	REMARKS	DISTANCE
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EXHIBIT B 490 ISLAND PARK DRIVE DANIEL ISLAND, SC 29492

- NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. THE PLAT IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.
 3. THE PLAT IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.
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A FOUNDATION AS-BUILT OF
490 ISLAND PARK DRIVE
TMS #272-13-02-005
 OWNED BY COAKLEY TERRANCE C & JULIANNE FRANCES SURVIVORSHIP
 LOCATED IN THE CITY OF CHARLESTON
 BERKELEY COUNTY, SOUTH CAROLINA

1035-B Jenkins Road
 Charleston, SC 29407
 (843) 795-9330

NO.	DATE	DESCRIPTION

DATE: 01-13-2017
 DRAWN: JMS
 CHECK: JMS
 JOB: 17077

1035-B Jenkins Road
 Charleston, SC 29407
 (843) 795-9330

EXHIBIT B

490 ISLAND PARK DRIVE
DANIEL ISLAND, SC 29492



Right side of home &
Drainage Easement



INSPECTION WORKSHEET (ENCR-004091-2017)

Case Number: ENC2017-00074

Case Module: Permit Management

Inspection Date: 10/27/2017

Inspection Status: Needs Correction

Inspector: Mark Hooper

Inspection Type: Encroachment Other

Job Address: 490 Island Park Dr
Charleston, SC 29492

Parcel Number: B2721302005

Contact Type

Company Name

Name

Design Professional


Translations Design Studio Llc

Elizabeth Baker

Property Owner

Terry Coakley

Checklist Item	Passed	Comments
ENC-Recommendation by Deputy Director Operations: - Recommendation by Deputy Director Operations	True	
ENC-Other-Ordinance references - Authorization: Encroachments in General: Code of Ordinances of the City of Charleston-Chapter 28, Article III, Sections 36-55; Code of Ordinances of the City of Charleston-Chapter 27, Article I, Sections 1-39; Code of Ordinances of the City of Charleston-Chapter 27, Article II, Sections 85-98; Specific References - Stormwater Design Standards Manual - Open Channel Hydraulics - 3.7-9, Open Conveyances - 3.8.2	True	
ENC-Description/Comments/Recommendations: - Description/Comments/Recommendations	False	Permanent encroachment not allowed in drainage easement
ENC-Type of Maintenance: - Type of Maintenance	True	


Inspector
10-27-2017



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

November 3, 2017

Terry Coakley
8817 Saunders Lane
Bethesda, MD 20817

Subject: 490 Island Park Drive – installing New Construction built encroaching into drainage easement.

To Whom It May Concern:

The City of Charleston has reviewed your request to install new construction built into the drainage easement. We will not approve construction in drainage easement.

Thank you.

Sincerely,

Laura S. Cabiness, PE
Director of Public Service

LSC/bak